

EXHIBIT 4

MENKEN SIMPSON & ROZGER LLP

80 PINE STREET, 33RD FLOOR
NEW YORK, NEW YORK 10005

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BRUCE E. MENKEN
SCOTT SIMPSON
JASON J. ROZGER ^Δ
BRENN A. RABINOWITZ
RAYA F. SAKSOUK

^Δ ALSO ADMITTED NJ

ALAN SERRINS
OF COUNSEL

RETAINER AGREEMENT

It is agreed that [REDACTED] (“the client”), hereby retains the law firm of Menken Simpson & Rozger LLP, (“the attorneys”), for legal representation on the following terms:

1. The subject of this agreement is the attorneys’ representation of the client concerning her employment contract with [REDACTED]

[REDACTED] Attorneys agree to exclusively represent the interests of the client. This agreement does not include representing client in a litigation or any other proceeding; should a litigation, arbitration or administrative proceeding commence, the parties will enter into a new retainer agreement.

2. The client agrees to pay the attorneys a fee of \$475.00 per hour for all work performed by Scott Simpson. All work will be performed by Scott Simpson.

3. For representation to commence, an advance retainer fee is due of \$1,425.00. This retainer fee shall be deposited into the attorneys’ trust account on behalf of the client and monies earned thereafter will be deposited into the attorneys’ operating account with notice to the client as work is performed on the case. The attorneys shall send periodic bills to the client for work performed.

4. In the event that the retainer fee is exhausted as stated above, the attorneys shall require an additional retainer fee of no more than \$1,425.00, to be determined by attorney depending on how much work there is left to do. If client fails to pay any retainer fee, the attorneys may terminate this agreement and shall not be obligated to perform any additional legal services on behalf of the client. If this matter is completed and any retainer fee is not exhausted, the attorneys shall promptly return the remaining retainer fee or any other remaining fees to the client.

5. Time expended on the client’s case will include, but not be limited to, time expended on telephone calls for any reason involving the client’s matter (incoming and outgoing), conferences, travel time, waiting time in conferences or meetings, conferences or meetings, preparation time, negotiations, drafting motions and other documents, legal research, etc., in units of one-tenth (1/10th) of an hour with one-tenth (1/10th) hour minimum.

6. The client shall also be responsible for all costs and disbursements reasonably necessary to the proper performance of the legal services, including, but not necessarily limited to courier services, investigative services, and any other costs arising in this matter. The attorneys shall obtain the client's authorization should they incur any cost in excess of \$100. Attorneys do not anticipate any costs in this matter.

7. The client understands that this agreement does not include the prosecution of any appeal, unless otherwise indicated in writing.

8. If you dispute that you owe any portion of this firm's bills, you may have the right to seek to resolve that dispute by arbitration, under the Rules of the Chief Administrator of the New York State Courts. The arbitration proceeding is available if the amount in dispute is more than \$1,000.00 and less than \$50,000.00. If we learn that such a dispute exists, or upon your request, we will send you the materials and information you would need to initiate an arbitration proceeding.

DATED: New York, New York
August 2, 2021



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RETAINER AGREEMENT

It is agreed that [REDACTED] ("the client"), hereby retains the law firm of Menken Simpson & Rozger LLP, ("the attorneys"), for legal representation on the following terms:

1. The subject of this agreement is the attorneys' representation of the client concerning his employment contract with his current employer and, specifically, providing advice and counsel regarding the non-competition restrictions by which he is currently bound. Attorneys agree to exclusively represent the interests of the client. This agreement does not include representing client in a litigation or any other proceeding; should a litigation, arbitration or administrative proceeding commence, the parties will enter into a new retainer agreement.

2. The client agrees to pay the attorneys a fee of \$475.00 per hour for all work performed by Scott Simpson and \$350.00 per hour for all work performed by Brenna Rabinowitz.

3. For representation to commence, an advance retainer fee is due of \$1,425.00. This retainer fee shall be deposited into the attorneys' trust account on behalf of the client and monies earned thereafter will be deposited into the attorneys' operating account with notice to the client as work is performed on the case. The attorneys shall send periodic bills to the client for work performed.

4. In the event that the retainer fee is exhausted as stated above, the attorneys shall require an additional retainer fee of \$1,425.00, or another amount to be determined by attorney depending on how much work there is left to do. If client fails to pay any retainer fee, the attorneys may terminate this agreement and shall not be obligated to perform any additional legal services on behalf of the client. If this matter is completed and any retainer fee is not exhausted, the attorneys shall promptly return the remaining retainer fee or any other remaining fees to the client.

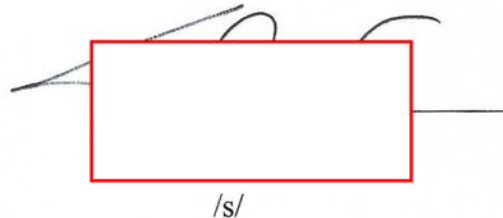
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6. The client shall also be responsible for all costs and disbursements reasonably necessary to the proper performance of the legal services, including, but not necessarily limited to courier services, investigative services, and any other costs arising in this matter. The attorneys shall obtain the client's authorization should they incur any cost in excess of \$100. Attorneys do not anticipate any costs in this matter.

7. The client understands that this agreement does not include the prosecution of any appeal, unless otherwise indicated in writing.

8. If you dispute that you owe any portion of this firm's bills, you may have the right to seek to resolve that dispute by arbitration, under the Rules of the Chief Administrator of the New York State Courts. The arbitration proceeding is available if the amount in dispute is more than \$1,000.00 and less than \$50,000.00. If we learn that such a dispute exists, or upon your request, we will send you the materials and information you would need to initiate an arbitration proceeding.

DATED: New York, New York
September 8, 2021

A handwritten signature in black ink is positioned above a red rectangular box. The signature appears to be "Scott Simpson". The box is empty and is likely a placeholder for a stamp or another signature.

/s/

Scott Simpson
Menken Simpson & Rozger LLP

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RETAINER AGREEMENT

It is agreed that ("the client"), hereby retains the law firm of Menken Simpson & Rozger LLP, ("the attorneys"), for legal representation on the following terms:


1. The subject of this agreement is the attorneys' representation of the client concerning his employment and likely separation from his employer. Attorneys agree to exclusively represent the interests of the client. This agreement does not include representing client in a litigation or any other proceeding; should a litigation, arbitration or administrative proceeding commence, the parties will enter into a new retainer agreement.
2. The client agrees to pay the attorneys a fee of \$475.00 per hour for all work performed by Scott Simpson. All work will be performed by Scott Simpson.
3. For representation to commence, an advance retainer fee is due of \$1,325.00. This retainer fee shall be deposited into the attorneys' trust account on behalf of the client and monies earned thereafter will be deposited into the attorneys' operating account with notice to the client as work is performed on the case. The attorneys shall send periodic bills to the client for work performed.
4. In the event that the retainer fee is exhausted as stated above, the attorneys shall require an additional retainer fee of no less than \$1,325.00, to be determined by attorney depending on how much work there is left to do. If client fails to pay any retainer fee, the attorneys may terminate this agreement and shall not be obligated to perform any additional legal services on behalf of the client. If this matter is completed and any retainer fee is not exhausted, the attorneys shall promptly return the remaining retainer fee or any other remaining fees to the client.
5. Time expended on the client's case will include, but not be limited to, time expended on telephone calls for any reason involving the client's matter (incoming and outgoing), conferences, travel time, waiting time in conferences or meetings, conferences or meetings, preparation time, negotiations, drafting motions and other documents, legal research, etc., in units of one-tenth (1/10th) of an hour with one-tenth (1/10th) hour minimum.
6. The client shall also be responsible for all costs and disbursements reasonably

necessary to the proper performance of the legal services, including, but not necessarily limited to courier services, investigative services, and any other costs arising in this matter. The attorneys shall obtain the client's authorization should they incur any cost in excess of \$100. Attorneys do not anticipate any costs in this matter.

7. The client understands that this agreement does not include the prosecution of any appeal, unless otherwise indicated in writing.

8. If you dispute that you owe any portion of this firm's bills, you may have the right to seek to resolve that dispute by arbitration, under the Rules of the Chief Administrator of the New York State Courts. The arbitration proceeding is available if the amount in dispute is more than \$1,000.00 and less than \$50,000.00. If we learn that such a dispute exists, or upon your request, we will send you the materials and information you would need to initiate an arbitration proceeding.

DATED: New York, New York
August 18, 2021


/s/

Scott Simpson
Menken Simpson & Rozger LLP